



# 2016-2017 LABOR MANAGEMENT AGREEMENT

July 1st 2015-June 30, 2017

This is the Labor Management  
Agreement between the COUNTY  
OF BERNALILLO and  
ALBUQUERQUE AREA FIRE  
FIGHTERS IAFF LOCAL 244  
BERNALILLO COUNTY CHAPTER

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## AGREEMENT

- Entered into this 1st day of July 2015, between the County of Bernalillo, hereinafter referred to as the "County" and the Albuquerque Area Firefighters, Local 244, Bernalillo County Chapter, as representatives of the employees in the Bernalillo County Fire Fighters Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 2017.
- The parties further acknowledge that in the administration of all matters covered by this Agreement, the County and the Union are governed by existing or future laws.
- In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.
- To develop a more cohesive relationship between the Union and the Department; at the written request of the Union President to the Chief or Designee, the County Chapter Vice-President or Chief Steward may be placed on a forty (40) hour special assignment with reason.

## 1 ARTICLE 1 PURPOSE

- 1.1 It is the purpose of this Agreement to promote and maintain harmony, cooperation and understanding among the County, its employees, the Union and its members in fulfilling their mutual and respective obligations to each other and the citizens of Bernalillo County.
- 1.2 This Agreement will provide orderly collective bargaining relations between the County and the Union to secure the prompt, fair, and equitable resolution of grievances in order to assure the efficient operation and uninterrupted service to the County.
- 1.3 The Union and the County agree that every effort will be made to administer this Agreement in accordance with the true intent establishing sound labor management relations
- 1.4 ARTICLE 1 is not grievable.

## 2 ARTICLE 2 RECOGNITION

- 2.1 Pursuant to the certification issued by the Bernalillo County Labor Relations Board, the County recognizes the Union as the exclusive representative for collective bargaining, as defined by Bernalillo County Code Section 2-201, et. seq. for Labor Management Relations, of all employees in the appropriate bargaining unit as determined by the Bernalillo County Labor Relations Board. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.
  - 2.1.1 Appendix A hereto is a list of all job titles that are currently in the bargaining unit as a result of the Labor Relations Board's Certification.
- 2.2 The union recognizes its responsibility to represent the interest of all employees in the bargaining unit (As listed in 2.1.1) with respect to employee rights, management rights, working conditions, employee benefits, and compensation, without discrimination or regard to union affiliation.
- 2.3 If the County establishes a new position, which is not clearly excluded from the bargaining unit, the County agrees to notify the Union General President via a copy of the job description in question being posted for the bidding process. The parties shall meet to discuss the job's category when it is in question. The County shall also notify the Union of any vacant position upgrades involving bargaining unit positions or of the elimination of any bargaining unit positions. The parties shall meet to discuss the impact and implementation of the upgrade or elimination. If an agreement is not reached at the meetings identified in this Article, the Union may submit the matter to the County Labor Board for resolution.

### 3 ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Nothing in this article shall be construed to limit Management Rights under Section 2-206 of the Bernalillo County, New Mexico Code of Ordinances.

## 4 ARTICLE 4 REPRESENTATIONS

- 4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs. The County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the County Manager of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the County Manager of any changes in the foregoing information.
- 4.2 Any meeting called by the County, with respect to business matters, in connection with the relations between the County and the Union; at which any representative of the Union is required by the County to be present, such Union representative shall be paid at his appropriate rate of pay for the period of such meeting.
- 4.3 The County shall allow Union representatives, who are not County employees or who are off-duty County employees, to visit County facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County after first obtaining permission from the Chief of Fire and Rescue.
- 4.4 Stewards.
  - 4.4.1 The County shall recognize ten (10) stewards to serve as the Union's Representatives. The purpose of recognizing ten (10) stewards being that a steward who is in a non-work status shall perform grievance handling.
  - 4.4.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his steward. In the event of an emergency, the employee may contact his immediate supervisor to request relief from his current assignment to consult with his steward. In such event, the steward and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical to do so. Pending relief, the employee shall continue to perform his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or his designee. Upon being granted relief, the employee or steward shall be placed in an Authorized Leave Without Pay status until such time as they complete their consultation and return to a work status.
- 4.5 Union Officials.



- 4.5.1 Union Officials are defined as members of IAFF 244 who have been officially elected to the position of President, Vice-President, Treasurer, Secretary, Sergeant at Arms, Chief Steward, Stewards or Trustees of the Union. The Union shall notify the County Manager, in writing, within seven (7) work days following election of the Union Officials and shall notify the County Manager, in writing, of any changes within seven (7) working days of the change.
- 4.5.2 The President or Chief Steward, after obtaining authorization from the Chief or his designee and dependent upon staffing levels and work load, may be allowed a justifiable amount of time without loss of pay in order to attempt to resolve pending grievances.
- 4.5.3 Union officials may be granted annual leave or leave without pay for the purpose of attending conventions, training workshops, conferences or seminars depending on the staffing needs of the department

## 5 ARTICLE 5 MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 5.1 No employee shall be required to join, maintain membership in, or pay dues or fees to, the Union as a condition of acquiring, or maintaining employment.
- 5.2 During the term of this Agreement, an employee who is a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union.
  - 5.2.1 During the term of this agreement, an employee who is a member of the Union may execute a utility assessment form, authorizing that a portion of his wages as specified on the form be withheld and forwarded to the union.
  - 5.2.2 The deduction shall commence after receipt of the forms as stated above in 5.2 and 5.2.1
- 5.3 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall effect such payroll by the next full pay period
  - 5.3.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form, and shall, within seven (7) days of receipt thereof, be paid over to the Union.
  - 5.3.2 Such deductions shall be strictly limited to the amount be certified in writing by the President as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.
  - 5.3.3 An employee who wishes to revoke his Dues Check-off Authorization form shall deliver to the Human Resources Department and to the Union, a written and signed statement revoking the Dues Check-Off Authorization.
  - 5.3.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.
- 5.4 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.
- 5.5 The Dues Check-Off Authorization form will be obtained from I.A.F.F Local 244 and then submitted to County administration.

## 6 ARTICLE 6 NON-DISCRIMINATION

- 6.1 The County shall not discriminate against any employee based on race, color, religion, age, gender, sexual orientation, creed, national origin, political affiliation, job class, licensure level, Union membership or non-membership, veteran status or disability. The County shall not encourage or discourage membership in the Union.
- 6.2 The Union agrees to represent those employees within the certified bargaining unit for the purpose of negotiating collective bargaining agreements without discrimination based on race, color, religion, age, gender, sexual orientation, creed, national origin, political affiliation, Union membership or non-membership, veteran status or disability.
- 6.3 The County and the Union agree that employees shall be provided a workplace that is free of discrimination, including sexual harassment.
- 6.4 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable, county policies, with the EEOC or in accordance with such other appropriate Statutory or Administrative procedures as available.

## 7 ARTICLE 7 STRIKES, STOPPAGES AND LOCKOUTS

- 7.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law, statute or regulation.
- 7.2 No employee shall, engage in any strike, stoppage or refusal in the course of employment to perform his assigned duties; or withhold, curtail or restrict his services or otherwise interfere with the operations of the County or encourage others to do so.
- 7.2.1 In the event a bargaining unit employee engages in any of the actions identified in this Article, it shall be the responsibility of the Union, within 24 hours of a request by the County, to:
- 7.2.1.1 *Disavow such action by employee(s) and notify the County Manager in writing that such action by employee(s) has not been called or sanctioned by the Union;*
- 7.2.1.2 *Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist there from and return to work;*
- 7.2.1.3 *Comply with Bernalillo County Code Section 2-201 et seq.*
- 7.2.2 In the event the Union fails to fulfill its responsibilities set out in Article 7.2.1, or if it is shown that the Union has incited, encouraged, or endorsed the violation of this Article, the County may petition the Bernalillo County Labor Relations Board to decertify the Union as the collective bargaining representative of the employees hereunder. The County may also take such other action against the Union as may be available under appropriate law, statutes and regulations.
- 7.2.3 The Department reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

## 8 ARTICLE 8 COMMUNICATIONS

8.1 It is understood by the parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

8.1.1 The County shall:

8.1.1.1 *Provide copies to the Union, at its actual cost, copies of new policies, which are determined to be relevant by the County; and*

8.1.1.2 *Upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and*

8.1.1.3 *Inform the Union of major organizational changes with at least ten (10) work days' prior written notice of the effective date, giving the Union time to respond to such changes.*

8.1.2 The Union shall:

8.1.2.1 *Inform the County of major changes in its organization, or policies; and*

8.1.2.2 *Provide the County with a current list of Union officers, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within ten (10) workdays of any such change.*

8.2 The Parties agree to communicate only through the appropriate officials as designated by the County and the Union respectively.

## 9 ARTICLE 9 RECORDS INFORMATION

- 9.1 The County shall promptly furnish the Union, upon request, copies of documents and records which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.
- 9.2 No material within County control, which contains adverse personnel actions or comments, shall be placed in an employee's official personnel file without the employee being informed prior to the placement. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect his own file. Copies shall be provided at reasonable charge.
- 9.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory files relating to personnel matters.
  - 9.3.1 A supervisor's file on an employee is documentation of incidents, behavior, communications, counseling, compliments, attendance patterns, or any other note the supervisor wishes to store to help refresh their memory at some later date. Only the current supervisor can place documentation or notes in this file, remove them or even review them. The file is not to be opened for review by other supervisors, managers, employees, unions, or even the employee. Since it can contain anything the supervisor wants, the file or its contents cannot be considered in the hiring process, or used as evidence to support an evaluation or disciplinary action.

## 10 ARTICLE 10 BULLETIN BOARDS

- 10.1 The Department shall provide accessible space in each applicable building for posting notices on a bulletin board. Such space shall be subject to change in accordance with Department needs.
- 10.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or any agency or department thereof, or its employees or give partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Chief or designee, is not in conformity with the above, shall be called to the attention of a Union representative who shall remove the material pending a final resolution of the issue pursuant to the Grievance procedure, ARTICLE 17.
- 10.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union representative, or designee, who posted it.

## 11 ARTICLE 11 SENIORITY

11.1 All employees are given a "Hire Date" when they are hired into a full time IAFF bargaining Unit position. This date is used to determine General Seniority or "Seniority".

11.1.1 an employee that has completed the fire academy in good standing shall be subject to a seniority position based on the criteria below:

11.1.1.1 *Probationary personnel seniority shall be given based off of written test scores excluding merit points.*

11.1.1.2 *The top cadet will receive the highest seniority within their cadet class, all other cadets are given seniority based on overall test score averages at the end of the fire academy.*

11.1.1.3 *The seniority will be given to probationary employees upon completion of their probationary period.*

11.1.2 In the event hire dates or average test scores as described above are the same, the first letter (then second letter and so on) of the employee's last name shall determine the order seniority.

11.1.3 In the event that all letters of the employee's last name is the same, the same method will be used beginning with the first letter (then second letter and so on) of the employee's first name and then the middle name as needed to determine the seniority order.

11.1.4 Name Changes while employed will not change placement in General Seniority. Alphabetical placement in Seniority will be based on the name used when you were initially hired into a full time IAFF bargaining Unit position.

### 11.2 Determining the Seniority List:

11.2.1 The Firefighters seniority list is determined by General Seniority dates as described in Section 11.1 and its subsections.

11.2.2 Seniority List for all other Job Classes (Paramedic, Engineer, Lieutenant, Captain, and Battalion Commander) is determined by "Time in Grade". The "Time in Grade" date is the date assigned to the employee when they are moved to their new job class.

11.2.2.1 *In the event employees are hired to their new job class on the same date, the Employee's Seniority is determined by highest score at the end of that particular promotional process. In the event two or more employees' scores are identical then refer to Article 11.1.*



- 11.2.3 Engineer and Paramedic qualifications are distinct and therefore movement between the two (2) is not parallel. When leaving one job class to go to another the employee is placed at the bottom of the seniority list for that job class, and is subject to "Time in Grade" seniority of that position, unless previously held a position within that same job class.
- 11.3 Seniority or Time in Grade shall be used in any case where a selection must be made between two (2) employees where all other qualifying factors are equal and as defined in this contract.
- 11.4 Any time a Specialty Assignment has more than one position or work location seniority within that Specialty Assignment shall be based on Time in Grade based on comparable Job Classes/Rank.
  - 11.4.1 In the event assignment dates are the same, the Employee's Seniority is as described in section 11.2, section 11.1 and its subsections, and shall be the deciding factor.
- 11.5 Seniority and Time in Grade will be terminated only under the following:
  - 11.5.1 Termination for just cause;
  - 11.5.2 Voluntary resignation;
  - 11.5.3 Authorized leave without pay for greater than twelve (12) months;
  - 11.5.4 Retirement;
  - 11.5.5 Failure to timely respond to recall notice, or rejection of recall; or
  - 11.5.6 Lay-off status for greater than the employee's total seniority time.
- 11.6 The County shall maintain a current seniority and time in grade list that will not be altered as a result of future changes in the seniority policy.
- 11.7 Badge numbers will be assigned to all members hired into the department as "paid full time employees" upon completion of their probationary period. Badge numbers are not recycled; they expire with the status of the employee to whom it was issued. If the employee is terminated, resigns, or if the employee retires that specific number is not used again.
  - 11.7.1 The Department agrees to supply each member with one (1) badge with engraved badge number upon completion of their probationary period into a full time bargaining unit position.

- 11.7.2 Upon being promoted or changing Job Class, the Department will provide the member with one (1) new badge with engraved badge number with their promoted rank or new Job Class. Any additional badges or accessory items (hat badge, bugles, etc.) are the responsibility of the member unless otherwise specified.
- 11.7.3 If an employee returns back to duty after termination or resignation, within ninety (90) days, they will be reissued their original badge number regardless of their place on the seniority list. Otherwise, any employee that has been terminated, has resigned, or has retired and then is hired back into the Department will then be issued a new badge number according to their new seniority position and in sequence of the badge number/seniority list.

## 12 ARTICLE 12 LAYOFFS AND RECALLS

- 12.1 Layoffs: In the event of a reduction in the number of employees in the Department, employees shall be laid-off by job title in the reverse order of their time in that job title; i.e., the employee with the least time in that job title shall be the first to be laid off and so on. Employees who are impacted by a lay-off at a higher job title shall be first given the opportunity to accept demotion to their previous job title held or accept the layoff.
  - 12.1.1 An employee shall receive fourteen (14) calendar days' notice of the layoff.
- 12.2 Recalls: Employees shall be called back to work, in the inverse order of the sequence in which they were laid-off.
  - 12.2.1 Employees shall be reassigned as to a job title in accordance with the procedures set out in 12.1 above.
- 12.3 Notice of recall: Employees on lay-off shall be recalled by certified mail, return receipt requested sent to their last known address as reflected in the official County/Departmental records. Laid-off employees shall be given a period of seven (7) days to respond to such notice, indicating whether or not the employee intends to return to work. Laid-off employees shall have a period of seven (7) days, from the date of the receipt of recall notice to notify the Chief of Fire and Rescue or his designee of acceptance or rejection of the recall opportunity and of the date on which he is available to return to work. The employee must return to work no later than thirty (30) calendar days from the date the employee receives the recall notice, unless the employee is unavailable to return due to military service or short-term disability. Failure to respond within the time period, or rejection of the recall opportunity shall be considered a voluntary termination. It shall be the obligation of the employee to demonstrate that his response was timely.
- 12.4 The County may include laid off employees in training that the County offers through the Fire and Rescue Department's Training Division at no additional cost to the County or individual for required certifications by the County. This will be done for no more than one year after laid off and may depend on available training funds.

### 13 ARTICLE 13 ANNUAL SHIFT, STATION and VACATION BID

- 13.1 Shift and station assignment bidding is limited to personnel assigned to job descriptions, and any specialty assignments where there is more than one (1) work location and/or shift. Battalion Commanders, Captains, Lieutenants, , Engineers, Paramedic, and Specialty Assignments will bid by Time in Grade. Firefighters will bid by seniority.
- 13.2 Employees are not required to participate in the shift bid. Those employees who elect not to participate will be assigned by management.
- 13.3 Employees wishing to participate in the shift bid may do so by any of the following methods:
  - 13.3.1 Submit five (5) shift and station choices, in order of preference, in writing or electronic mail no later than twenty-four (24) hours before the date of the shift bid. The bid will be submitted to the receptionist or designated union representative. Written submissions will be time stamped upon reception of the request. Time sent will serve as the time stamp for electronic mail. A confirmation of receipt will be sent to the originator. In the event all five (5) choices are filled, management will determine the shift assignment at the end of the shift bidding process.
  - 13.3.2 Bidding may also be done by telephone or any other applicable medium as approved by the union executive board.
- 13.4 Beginning in 2017 Shift bidding shall be done annually and completed before the end of the first full week in February with the resulting shift change taking place at the beginning of the first full pay period in April.
  - 13.4.1 2016 bid will follow the previous contract language to occur in April and change in first full pay period in July. This will result in a shortened time period until the next bid in 2017 per article 13.4 and 13.6.1.1.
- 13.5 Shift changes resulting from shift requests shall take place at 0900 hours the beginning of a new pay period.
- 13.6 Vacation Bid
  - 13.6.1 Initial vacation bid will be entered into the scheduling system on the shift to which you are assigned. Battalion Commanders, Captains, Lieutenants, Engineers, Paramedic, and Specialty Assignments will bid by Time in Grade. Firefighters will bid by seniority. Each member will have an allotted time to put in their bid.

- 13.6.1.1 *Vacation bidding shall be done annually and completed by the third week in March with the resulting vacation bids starting at shift change which takes place at the beginning of the first full pay period in April.*
- 13.6.2 Personnel may bid any or all of their Accrued Holidays, Personal Leave, and Accrued Annual Leave. The scheduling system will approve your bid according to staffing guidelines.
- 13.6.3 Members who are promoted after the vacation bid will have their calendar cleared and will have to request days off at the new rank in accordance with staffing guidelines.

## 14 ARTICLE 14 TRANSFERS

- 14.1 In the event that the County deems it necessary to permanently transfer employees to any shift that results in a change of work hours or work days, to accomplish the mission of the fire department, it shall be done in accordance with the following: 14.1.1 The employee shall be notified in writing at least Fourteen (14) calendar days prior to the transfer.
- 14.2 Employees who wish to permanently transfer shift and/or station assignments with another employee in the same job classification may submit a written request to the Chief or designee for his review and approval. Employees who voluntarily transfer shift assignments shall forfeit all previously approved leave. However, the employee may submit a request for unscheduled leave based on their new shift assignment.

## 15 ARTICLE 15 VACANT POSITIONS AND PROMOTIONS

- 15.1 When the Human Resource Department posts a vacant position within the bargaining unit, with the exception of the positions of "Firefighters" and Paramedic Firefighter", the positions will be closed to outside personnel and shall be filled by promotion from the bargaining unit members.
- 15.2 Employees who transfer, are promoted or otherwise selected for employment to a new position within the bargaining unit shall serve a thirty (30) calendar day trial period. The County shall have the option of extending the trial period for up to an additional sixty (60) days, in thirty (30) day increments and must provide a written explanation of the extension. In the event an employee should prove unsatisfactory within the trial period, the County shall return the employee to his previous classification if a vacancy is available. In the event no vacancy is available the employee shall be eligible to apply for any other County posted vacant position for which the employee is qualified. If the employee is not selected for the vacant position applied for, the employee shall be placed on lay off status and subject to recall pursuant to Article 12 (Lay Offs & Recalls).

## 16 ARTICLE 16 DISCIPLINE

### 16.1 General Statement

- 16.1.1 The County shall discipline employees only for just cause. In the event that an investigation/disciplinary action is initiated, Union Leadership will be notified by Management at the time the employee is notified.
- 16.1.2 The purpose of this ARTICLE is to encourage the use of Coaching/Counseling and Progressive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance. In the event discipline is warranted the Chain of Command will be utilized.
- 16.1.3 In the event of any investigation, whether it is "official" or not, Article 7F of the NMSA (otherwise known as Hazardous Duty Officers' Employer-Employee Relations) shall be followed regardless of the intent of the investigation. Weingarten and Garrity Rights must be observed at all times throughout all investigations. Appendix C will be used as the template for official notification of any investigation.
- 16.1.4 All disciplinary action, constructive criticism, or counseling shall be conducted in private.
- 16.1.5 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify the policy, regulation, procedure or statute violated.
- 16.1.6 Prior to the final disciplinary action of suspension, demotion or dismissal, a predetermination hearing shall be held.
- 16.1.7 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.
- 16.1.8 If an employee is placed on administrative leave because the County is conducting an administrative investigation that may result in disciplinary action for the individual being placed on administrative leave, the County's Administrative leave notice shall indicate that the individual is the target of an investigation.

### 16.2 Corrective Actions: The levels of corrective action are as follows:

- 16.2.1 Verbal Reprimand: A verbal reprimand shall be used for minor infractions, and shall serve to inform the employee that his behavior and/or conduct need(s) to be improved. Verbal reprimand notations shall not be placed in an employee's personnel file.



- 16.2.2 Written Reprimand: An employee shall receive a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an verbal reprimand would be issued, or if an verbal reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted. If the employee refuses to sign, a witness (by his signature) must attest that the statement was presented to the employee for signature and the employee refused to sign.
- 16.2.3 Suspensions and Demotions: An employee may be suspended without pay for a period not to exceed one hundred twenty (120) hours, and/or demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.
- 16.2.4 Dismissal: The final consequence when all other discipline has failed to improve unacceptable behavior or job performance, or when the employee has engaged in egregious behavior that the County determines to be unacceptable for its employees.
- 16.3 Procedure/Written Reprimands: In the event the written reprimand is not withdrawn, the employee may insert a response in his file to the reprimand.
  - 16.3.1 Disputes regarding written reprimands may be contested through the Grievance Procedure set forth in this Agreement.
  - 16.3.2 One (1) year after a written reprimand has been issued to an employee, upon written request from the employee, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense.
- 16.4 Procedure - Suspension, Demotion or Dismissal: Disputes regarding suspensions, demotions or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However, Step 2, as set forth in ARTICLE 17.10.2.2 shall be the final step in the grievance procedure before the parties submit their dispute to Arbitration pursuant to the provisions of ARTICLE 17.10.3.

## 17 ARTICLE 17 GRIEVANCE PROCEDURES

- 17.1 Statement of Purpose: The parties hereto agree that the prompt and equitable resolution of grievances hereunder is essential to the proper and efficient operation of the Department and all reasonable efforts shall be made by the parties and the employees to resolve all grievances in a timely and mutually satisfactory manner. To that end, the parties agree to attempt to resolve all grievances at the lowest possible step.
- 17.2 No employee who uses or participates in the grievance procedure shall be subjected to retaliation of any kind or nature for having participated in this procedure, nor shall he be threatened, intimidated or coerced in any manner, for having done so.
- 17.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant. Upon resolution of the grievance, or decision by an arbitrator, a copy of any grievance arising from disciplinary action shall be retained in the grievant's personnel file unless the arbitrator rules otherwise.
- 17.4 All references to the "grievant" shall be construed to include the Union or individual grievant as may be required by the context of the reference.
- 17.5 The procedures for filing a grievance shall be the same for all grievant's. The grievance procedure shall be accessible to all employees in the bargaining unit, regardless of union membership.
- 17.6 The parties may utilize written or electronic recording devices for note taking, with the understanding that all parties are aware of the recording taking place, however such notes shall have no standing to serve as an official record of proceedings.
- 17.7 This procedure shall be the sole and exclusive method of resolving any and all grievances as that term is defined in Article 17.8.1.
- 17.8 Definitions
- 17.8.1 Grievance: A grievance is any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement. As used in this Agreement "grievance" means any formal complaint alleging the misinterpretation, misapplication or the violation of any provision of this Agreement. Only matters involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

- 17.8.2 Grievant: A grievant is any employee, group of employees or Party who files a grievance under the procedures set forth in this Article.
- 17.8.3 Time: All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.
- 17.8.4 Settlement: means the agreed-upon resolution of the grievance, set out in writing and signed and dated by the parties.
- 17.8.5 Waiver: Any step of this procedure may be waived by mutual agreement of the Parties.

## 17.9 Time Limits

- 17.9.1 All time limits set out in this Article shall be of the essence and strictly enforced. Any of said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.
- 17.9.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be advanced to the next step of the grievance procedure. If the grievant fails to appeal to the next step within the time limits. The grievance shall be deemed settled on the basis of the County's last response.

## 17.10 Resolution of Employee Grievances

- 17.10.1 Informal Resolution Step: A complainant may at any time prior to the filing of a formal grievance, first attempt to resolve the matter informally with or without a union steward.
- 17.10.2 Formal Resolution Steps:
- 17.10.2.1 *Step 1a: The grievant shall, request the assistance of his steward, or other formally designated Union representative or officer, to prepare the grievance form, process the grievance or otherwise represent the grievant. If the grievance is not settled at the informal step, the grievant may advance the grievance to Step 1, by submitting a formal written grievance within ten (10) days of the event giving rise to the grievance, or within ten (10) days of the grievant's becoming aware of the event giving rise to the grievance, or within ten (10) days of the date the grievant should have become aware of the event giving rise to the grievance, and submitting the same to the Chief. The formal written grievance shall identify the current grievance step, the event upon which the grievance is based and the date, upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The grievance shall be dated and signed by the grievant(s).*

- 17.10.2.2 *Step 1b: The recipient of the grievance shall note the date and time of receipt on the grievance form, and shall respond in writing within ten (10) days from the date of receipt. The response shall be made on the grievance form, and a copy of the completed form shall be returned to the grievant, steward or Union representative, as the case may be.*
- 17.10.2.3 *Step 2a: If the grievance is not settled at Step 1 of this procedure, the grievant may, within five (5) days of receipt of the Step 1 response, appeal the grievance to the County Manager or his designee on the original grievance form and setting forth all of the information required in Article 17.10.2.1 (step 1a). The County Manager's Office shall note the time and date of receipt of the appeal on the grievance form. A conference to discuss the grievance and any settlement thereof shall be scheduled by the parties within five (5) days of receipt of the appeal. This meeting shall be convened at the mutual convenience of the parties, but no later than five (5) days after having been scheduled. If the grievance is settled at the conference, the settlement shall be reduced to writing, noting the terms thereof, the date and the time of settlement, and shall be signed by the parties, and the grievant, if appropriate.*
- 17.10.2.4 *Step 2b: If the grievance is not settled at the Step 2 conference; within five (5) days thereof, the County Manager or designee shall set out his response to the grievance in writing, either on the grievance form, or attached thereto. The response shall be signed, dated and returned to the grievant, steward or Union representative, as the case may be*
- 17.10.2.5 *Step 2c: Upon being appealed to the Step 2 conference, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted.*
- 17.10.3 **Arbitration:**
- 17.10.3.1 *If the grievance is not settled as the result of the County Manager or designee's Step 2 written response, the grievance may, within five (5) days thereof be submitted to Arbitration by serving notice on the County Manager's Office of the grievant's intent to submit the matter to Arbitration.*
- 17.10.3.2 *Arbitration shall be limited to any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement, and disputes concerning disciplinary actions involving written reprimand, suspension, demotion or dismissal.*
- 17.10.3.2.1 *Arbitration shall not be utilized when other avenues for relief are available such as relief that may be obtained through the filing of charges with the Human Rights Commission, EEOC or the filing of a worker's compensation claim.*
- 17.10.3.3 *The parties shall attempt to agree on an Arbitrator from the list of names appearing on the panel of approved Arbitrators. In the event they are unable to agree, the grievant shall strike the first name from the list of Arbitrators and thereafter the parties shall alternatively strike names until one name remains. That individual shall serve as the Arbitrator.*

- 17.10.3.4 *The parties shall share the costs of Arbitration proceedings equally including the Arbitrator's fees and any costs imposed for use of facilities. Each party shall bear its own costs, including but not limited to expert witness fees, costs of reproduction of documents, and attorney's fees.*
- 17.10.3.5 *A party may have no more than two (2) personal representatives, one of whom may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings.*
- 17.10.3.6 *Unless otherwise agreed by the parties, each party shall be limited to a maximum of five (5) hours to present its case, except in cases involving termination.*
- 17.10.3.7 *As a condition of employment, employees shall be required to appear as witnesses in grievance hearings when requested by the County or the grievant. The County shall bear the expense of any witnesses that it calls. The Union or the grievant, as may be appropriate, shall bear the expense of any witnesses called by the grievant or the Union on its behalf.*
- 17.10.3.8 *The Arbitrator shall have no authority to add to or to arbitrate away in whole or in part any provision of this Agreement. The Arbitrator shall, within the time limits set forth below, issue his award and a written opinion in support thereof. His opinion and award shall be confined to an interpretation of the Agreement and a resolution of the specific grievance under consideration, as set forth at the Step 2 conference. The Arbitrator shall have no authority to determine any issue not specifically so submitted. The Arbitrator shall have no authority to grant interest in connection with any award of back pay or benefits.*
- 17.10.3.9 *The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.*
- 17.10.3.10 *In the event the Arbitrator has reversed or modified the disciplinary action, the Arbitrator shall have the authority to only award back wages, credit for sick and annual leave that would have accrued from the date of dismissal through the date of reinstatement, reimbursement for any premiums paid by the employee to continue health and dental insurance. In the event the Arbitrator awards back wages, the employee shall provide the County with a sworn statement of gross earnings and unemployment compensation received during the period from the date of dismissal through the date of reinstatement.*
- 17.10.3.11 *The Arbitrator's opinion and award shall be transmitted to the parties by first-class mail within thirty (30) days of close of the hearing.*
- 17.10.3.12 *The parties may agree to expedited Arbitration and request the Arbitrator to issue his opinion and award orally from the bench at the conclusion of the hearing, or upon agreement by the parties, may issue a summary opinion and award prior to the expiration of thirty (30) days.*

- 17.10.3.13 *A Party at its own cost, may request that a certified Court Reporter attends and transcribes the Arbitration hearing. In such event the Party making such request shall bear the cost of the Court Reporter. Each Party shall bear the cost of its own copy of the transcript.*
- 17.10.3.14 *In the event a Court Reporter is not requested, a recording of the hearing shall be made by the Department. A copy of the recording, which shall serve as the official transcript of the hearing, shall be provided to the parties at actual cost. Employees with the Permission of the Arbitrator and Knowledge of all parties involved may also record the hearing.*

## 18 ARTICLE 18 SICK LEAVE

18.1 Sick leave shall accumulate without limitation, at the rate of .05 hours for each one (1) hour worked in a regular paid status.

18.1.1 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.

18.2 . Sick leave shall be authorized when an employee has available leave and is unable to perform normal job duties due to medical considerations including illness, injury, prearranged medical or dental examinations, quarantine, therapy, counseling, and treatment, for the employee, their spouse, domestic partner, parents, children, or any person for whom the employee serves as legal guardian.

18.3 Use of Sick leave to work a second job (moonlighting) or as relief from the effects of a second job shall constitute sick leave abuse and may result in disciplinary action up to and including dismissal. An employee dismissed for cause shall forfeit all accumulated sick leave.

18.4 A physician's excuse shall be required when an employee has used two or more consecutive shifts of sick leave; except for employees working less than a twelve (12) hour shift. For employees working a shift of less than twelve (12) hours, a physician's excuse may be required after three (3) or more consecutive shifts If the County determines within a (3) three-month period that a pattern of sick leave abuse or misuse is being established by an employee, a physician's certification may be requested by the Department. Failure to submit a physician's certificate or a written explanation when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute and may result in disciplinary action.

18.5 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:

18.5.1 An employee who has accrued more than seventy-two (72) hours of sick leave in a calendar year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular hourly rate for all such hours in excess of seventy-two (72) accrued within that calendar year. An employee on a special assignment shall be eligible to receive a cash payment for a maximum of forty (40) hours of special assignment pay, as identified in article 37.4, for all such hours in excess of seventy-two (72) hours accrued within that calendar year. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's sick leave balance.

18.5.2 Any employee with a sick leave balance of three hundred (300) or more hours, by the first pay period in December, may choose to convert up to forty (40) hours to pay. Any hours converted shall be deducted from the sick leave balance.

18.5.3 Employees eligible under the Public Employee Retirement Act may at the time of retirement convert accumulated sick leave to annual leave on a one for one basis.

## 18.6 Sick leave incentive awards

18.6.1 A full-time employee who has completed twelve months of employment shall be eligible to participate in the benefit provided in this section, unless otherwise restricted herein:

18.6.2 An Employee who utilizes no sick leave during the first or second consecutive six (6) month period in a calendar year shall be awarded Four (4) hours of annual leave.

18.6.3 An Employee who utilizes no sick leave during the first six (6) month Period and the second consecutive six (6) month period in a calendar year shall be awarded Eight (8) hours of annual leave.

18.6.4 Departments shall review sick leave usage twice a year for the periods January 1 through June 30 and July 1 through December 31.

18.6.5 An employee who has received disciplinary action greater than a written reprimand shall not be eligible for the benefits provided in this section

18.7 In the event of a death, the County shall pay the estate of a deceased employee the full cash equivalent of the accrued sick leave as of the employee's last date worked

18.8 The development of the Sick Leave Policy will be undertaken by the Staffing Guidelines Committee per Article 33.3 and all subsections. The Sick Leave Policy will be implemented no later than January 1, 2017.



## 19 ARTICLE 19 LEAVES AND SCHEDULING

19.1 Requests or Use of Leave: It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with Departmental staffing guidelines. Inappropriate requests or use of leave may result in such leave being denied, or the leave may be deemed as unauthorized. All annual leave must be taken in increments of, a day shift consisting of ten (10) hours, night shift consisting of fourteen (14) hours, or a full scheduled shift of twenty-four (24) hours. Day shift hours are 0900-1900. Night shift hours are 1900-0900.

19.1.1 Scheduled leave for the purposes of this article is: Annual Leave, Personal Leave, Accrued Holiday Leave, and Administrative Leave.

19.1.1.1 *Leave requested after the vacation bid article 13.6 CBA will be approved on a first come first serve basis with accordance to the staffing guidelines. All leave must be submitted no later than 24 hours prior to requested leave.*

19.2 Annual Leave: All employees covered by this Agreement shall be entitled to annual leave with pay in accordance with the following schedule:

Seniority Reg	Hours Worked	Accrual
Up to 5 years	1	.05
6 thru 10 years	1	.065
11 thru 15 years	1	.075
16 years and over	1	.085

19.2.1 During each full calendar year of employment, no more than three-hundred eighty-two (382) hours of annual leave may be carried forward into the following calendar year.

- 19.2.2 The County will allow the Conversion of Annual Leave for Cash Payment: An employee with a balance in excess of two-hundred forty (240) annual leave hours in a calendar year shall be eligible to receive a cash payment for a maximum of Fifty-three (53) hours of regular hourly rate for such hours as long as the sell-back does not drop the annual leave bank below 240 hours. An employee in a special assignment with a balance in excess of two-hundred forty (240) shall be paid their special assignment rate, as identified in article 36.4, as long as the sell-back does not drop the annual leave bank below two-hundred forty (240) hours. Payment for the excess hour(s) shall be made the first payday in December. All such converted hours shall be deducted from the employee's annual leave balance.
- 19.2.3 The County shall pay the estate of a deceased employee the full cash equivalent of the accrued annual leave and sick leave as of the employee's last date worked.
- 19.2.4 The County shall pay an employee the full cash equivalent of accrued annual leave upon such employee's separation from service with the County.
- 19.3 Personal Leave: Each employee shall receive two (2) shifts off as personal leave days to be taken with prior approval of the Department.
- 19.4 Accrued Holiday Leave: Employees will receive eleven (11) shifts off per year, in lieu of the designated County holidays.
- 19.4.1 The first day of each month, except for the month of July, employees will accrue one (1) shift off to be taken within three (3) calendar months.
- 19.4.2 Accrued Holiday Leave shall not be considered hours worked.
- 19.4.3 Accrued Holiday Leave not used in the allotted time period will be forfeited unless the failure to utilize was due to Departmental requirements.
- 19.4.4 The County may choose to offer pay in exchange for a minimum of three (3) and a maximum of eleven (11) unused accrued holiday leave, provided for in this Article, at any time during the year. An accrued holiday is to be considered twenty-four (24) hours. If this offer is made, the Employee(s) shall be paid their regular hourly rate of pay for hours exchanged. An employee in a special assignment shall be paid their special assignment rate, as identified in article 37.4, for the amount of hours they are scheduled to work on one (1) normal work day in exchange for one (1) accrued holiday.
- 19.4.5 At least two weeks prior to the scheduled vacation bid the union will be notified of the allowed number of accrued holidays available for sell-back for the new bid cycle. Notification will be given from the Chief or designee to the Union Vice-President or designee.

- 19.4.6 If no notification is received, then the number of current allowable accrued holiday sell-back will remain the same as the previous bid cycle. This article will be revisited at the start of each calendar year.
- 19.5 Unauthorized Leave Without Pay (ULWP): Employees who fail to appear for work without authorized leave shall be considered to be on Unauthorized Leave Without Pay and may be subject to disciplinary action up to and including dismissal. Employees shall not be paid for any periods of unauthorized leave and shall not accrue sick or annual leave during periods of unauthorized leave. Unauthorized Leave for two or more consecutive work shifts shall be considered as abandonment of the position and voluntary resignation with the County.
- 19.6 Leave Without Pay (LWOP): The Department may authorize leave without pay for six (6) months or less, upon written request of the employee concerned. An employee shall be returned to his former position or be reassigned to a comparable position if the employee returns to work within six (6) months of the day LWOP became effective. This requirement may be waived by written agreement of the employee. The County shall have no obligation to return the employee to their former or comparable position if the LWOP is for a period greater than six (6) months. Requests for LWOP in excess of six (6) months shall be in writing and directed to the County Manager. Neither annual leave, sick leave, nor accrued holiday leave shall be accrued while on LWOP. Failure to report back to work upon expiration of approved LWOP shall be considered as ULWP.
- 19.7 Bereavement Leave: Leave with pay for which the employee is not charged sick or annual leave due to the death of an immediate family member. Employees shall be required to provide documentation that provides proof of familial relationship. Failure to provide such proof shall result in the employee being charged with Unauthorized Leave Without Pay. Bereavement Leave may be granted based on the following schedule:
- 19.7.1 For the death of an employee's mother, father, sibling, spouse, children, either adopted or biological, or grandchildren and like relatives of employee's spouse up to forty-eight (48) hours. This same benefit applies to all domestic partnership that are recognized by the County benefits section.
- 19.7.1.1 *Special assignment personnel will receive up to three (3) regularly scheduled shift.*
- 19.7.2 For the death of an employee's grandparents, great-grandparents, aunts, uncles, and like relatives of the employee's spouse within New Mexico up to twenty-four (24) hours. This same benefit applies to all domestic partnership that are recognized by the County benefits section.

- 19.7.2.1 *Special assignment personnel will receive one (1) regularly scheduled shift.*
- 19.7.3 For the death of an employee's grandparents, great-grandparents, aunts, uncles, and like relatives of the employee's spouse outside of New Mexico up to forty-eight (48) hours, however, the employee must provide proof of travel and a copy of the obituary. This same benefit applies to all domestic partnership that are recognized by the County benefits section.
- 19.7.3.1 *Special assignment personnel will receive up to three (3) regularly scheduled shift.*
- 19.8 Administrative leave: For the purpose of this Agreement, an employee placed on Administrative Leave shall be required to call-in once between 9 a.m. and 5 p.m. on their normal shift days as directed at the time the employee is placed on such leave status.
- 19.9 County Educational Assistance Leave: Employees may be granted leave with pay to attend approved courses at vocational schools, or colleges, which contribute to the employee's job performance or job advancement within the County. Any employee who does not receive a passing grade shall be required to reimburse the County for all compensation received, to include hours granted by the Department to attend such class which will be deducted from the individual's annual leave balance.
- 19.10 Military Leave: All employees authorized military leave shall be granted such leave in accordance with 38 USC 4312 and NMSA 20-4-7, 1978. Pursuant to 38 USC 4312.
- 19.11 Jury Duty Leave: An employee, when called for jury duty by a federal, state, metropolitan or magistrate court, shall be given a paid leave of absence, provided that the employee provides adequate proof of dates and time served and returns to the County the jury fee received (other than meals and travel allowances).
- 19.12 Retirement Conversion Leave: In the event of a retirement, the employee may opt to utilize leave to include Annual, Accrued and converted Sick as Retirement Conversion Leave. If this option is chosen, then the employee may choose one of two options:
- 19.12.1 1) Continue to take Retirement Conversion Leave on the employee's current work schedule upon announcement of Retirement.
- 19.12.2 2) Employee may opt to be placed on a converted 40-hour work schedule including converted pay scale in accordance with Article 37.3.

## 20 ARTICLE 20 CONTRIBUTION OF LEAVE TO FELLOW BARGAINING UNIT EMPLOYEE

20.1 An employee may contribute any of their annual and/or sick leave balance to another employee within the Bargaining Unit when the following criteria are met:

20.1.1 The employee is in need of leave time due to critical circumstances;

20.1.2 The contributing employee has an accumulated sick leave balance in excess of eighty (80) hours; the contributing employee has an accumulated annual leave balance of eighty (80), and

20.1.2.1 *The hours contributed are transferred from one employee to another in hourly increments.*

20.1.3 Bargaining unit members with a severe medical condition may receive contributed hours by employees outside the bargaining unit but within the County.

20.1.4 Conversion of leave is accomplished by submitting a written departmentally approved request to the Human Resources Department.

20.1.5 Hours transferred shall be converted to the other employee's account based on value of hours contributed, but recorded as converted hours based on value of hours used.

20.1.6 An employee receiving worker's compensation shall not receive contributed hours.

20.1.7 Any donated hours not used will revert back to the donating employee.

## 21 ARTICLE 21 WORK PERIOD, OVERTIME/STAND-BY/NO PYRAMIDING

- 21.1 Work Period: The parties have elected Section 207K exempt status under the Fair Labor Standards Act. Accordingly, for overtime calculation purposes work periods shall be fourteen (14) consecutive calendar days.
- 21.2 Pay Period: A two-week period of which there are twenty-six (26) specified per year.
- 21.3 Overtime: Employees shall be paid at the rate of time and one-half their regular straight time rate of pay for all time worked in excess of 106 hours for, Field personnel, and 80 hours for those assigned to a special assignment, with the adjusted weekly work schedule of (40 hours), in any fourteen (14) day period. Administrative leave, personal leave, accrued holiday leave, sick leave and annual leave or any other form of authorized leave identified in this Agreement shall not qualify as time worked for the purpose of calculating overtime pay.
- 21.4 Additional Time: All additional time opportunities shall be authorized by the Chief or his designee, according to financial and budgetary constraints. Additional time shall qualify as time worked for the purpose of calculating overtime pay.
  - 21.4.1 The Department shall prepare, maintain and post, on a daily basis, a current list of those employees who wish to be considered for additional time opportunities. Employees who wish to be considered for extra duty may sign up through the Department scheduling system. The offer for additional time shall be prioritized by total hours within the work status. Employees who sign up and are assigned additional time shall be required to fulfill such assignment. If no employee signs up for additional time, refer to staffing management guidelines policy; Employees so assigned shall be required to fulfill such assignments, and be paid at time and one half (1 ½) their regular rate of pay for all hours worked, as forced hired additional time. Force Hire Additional time hours shall not count towards accumulated hours within additional time work status. For time periods of three (3) hours or less, for example when coverage is needed for early relief or for late arrivals assignment of additional time will be at management's discretion with the option to bypass the additional time list. Total hours within the additional time work status will return to zero (0) each July 1st For all employees.
  - 21.4.2 Offer: When the department scheduling system places a phone call.
- 21.5 Stand by: Duty status wherein an employee is required to be available for immediate call-out at times when the employee is otherwise not assigned to his regular duty post. Employee is expected to remain fit for duty.
  - 21.5.1 Employees shall not be placed on stand-by status while on leave.

- 21.5.2 An employee assigned stand-by duty, shall be paid eighty-five cents (.85) per hour for each hour the employee is placed on standby.
- 21.6 Call Back: When an employee, on off-duty status or stand-by, is ordered to report to work within an hour upon notification.
- 21.6.1 In the event that employees are contacted due to an emergency incident the Department shall first utilize the additional time sign up list. Employees on the additional time sign up list, who are contacted for Call Back are required to fulfill such assignment. If no employee signs up for additional time, Call Back for emergency incidents shall be assigned utilizing the Force Hire list.
- 21.6.2 Call back shall be paid at one and one half (1-1/2) times the employee's regular hourly rate of pay.
- 21.6.3 The employee who is called back to duty shall be guaranteed a minimum of three (3) hours of call back pay.
- 21.6.4 Call back periods overlapping the start of an employee's regular scheduled shift shall be paid as regular hours worked with no three (3) hour minimum.
- 21.6.5 Call back time shall commence when the employee is contacted. This is intended to cover travel time for the employee.
- 21.6.6 Employees who are called back shall be moved to the bottom of the force hire rotation list.
- 21.7 Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Agreement

## 22 ARTICLE 22 SHIFT/HOURS EXCHANGES

22.1 The following job classifications may, subject to approval of the Chief, execute Shift/Hours exchanges:

- 22.1.1 Firefighter with Firefighter
- 22.1.2 Apparatus Engineer with Apparatus Engineer
- 22.1.3 Apparatus Engineer with Apparatus Engineer certified Firefighter
- 22.1.4 Paramedic/Firefighter with Paramedic/Firefighter
- 22.1.5 Captain with Captain
- 22.1.6 Captain with employee on current promotion list for Captain
- 22.1.7 Lieutenant [Fire] with Lieutenant [Fire]
- 22.1.8 Lieutenant [Fire] with employee on current promotion list for Lieutenant [Fire]
- 22.1.9 Battalion Commander with Battalion Commander
- 22.1.10 Battalion Commander[Fire] with employee on current promotion list for Battalion Commander[Fire]
- 22.1.11 Specialty Assignments with like assignments

22.2 Requests for shift trades shall be submitted through the Department staffing system:

- 22.2.1 Electronic forms of communication exist regarding the scheduling of personnel
- 22.2.2 Electronic forms are necessary for all shift/hours exchanges of ½ hour or more
- 22.2.3 Telestaff is recognized as an electronic means for the documentation of shift/hours exchanges
- 22.2.4 Submission of a mutual request for shift/hours exchanges on Telestaff forty-eight (48) hours prior to the time of the trade as sufficient for the approval/disapproval of a shift/hours exchange
  - 22.2.4.1 *\*Example: Firefighter A and Firefighter B agree to trade an entire shift [24 hours] within the specified time period. Firefighter A will work for Firefighter B on April 5, 2006 beginning at 0900 hours; and Firefighter B will work for Firefighter A on April 9, 2006 beginning at 0900 hours. Both individuals would need to enter the requested shift trade into Telestaff prior to 0900 hours April 3, 2006.*



- 22.3 Shift trade requests shall be approved or disapproved at the sole discretion of the Chief of Fire & Rescue or designee. No employee shall execute a shift trade without first obtaining prior written/electronic approval. The pending approval of shift/hours exchanges is demonstrated by Telestaff in the following manner: a. "TNW" is defined by Telestaff as "trade-not-working." b. "TW" is defined by Telestaff as "trade-working." c. The absence of an asterisk [\*] next to TW or TNW is symbolic of approval of a shift/hours exchange. d. The presence of an asterisk [\*] next to TW or TNW is symbolic of a pending approval and therefore, not approved shift/hours exchange. e. Approval of a shift/hours exchange will be posted within twenty-four (24) hours of the time of the trade.
- 22.4 Employees entering into a mutual agreement for shift/hours exchanges are responsible for executing them. Furthermore, employees that report off, for any reason, shall be on "Authorized Leave Without Pay."
- 22.5 Shift/hours exchanges will be executed and completed within 180 days of the time of the first executed shift or hours specified within the exchange.
- 22.6 The Union agrees to indemnify and hold harmless the County from any claim made by a bargaining unit employee concerning a demand, administrative claim or lawsuit involving a claim for overtime compensation as the result of a shift/hour exchange pursuant to this Article. The Union agrees that this agreement to indemnify and hold harmless shall survive the expiration of this collective bargaining agreement and shall run for the applicable limitations period for contract claims and claims brought pursuant to the Fair Labor Standards Act. Extra hours worked by the substitute employee will be excluded by the employer from the hours of work for which the employee is entitled to overtime. This is defined and demonstrated within the following:
- 22.6.1 The scheduled employee will be compensated as if he had worked his normal work schedule for the shift/hours exchanged. Therefore, each employee will document his/her normal hours worked on the time-card regardless of the dates that shift/hours exchanges occur.
- 22.6.2 Both parties agree that a substitute employee will not seek overtime compensation for the additional hours that he/she is actually at work.
- 22.6.3 Both parties agree that a loss of proper compensation for additional hours will not occur because of a shift/hours exchange since the employee is to be compensated as if he had worked his normal work schedule.

22.6.4        \*Example: Firefighter A substitutes for Firefighter B within the agreed upon time-period of 180 days. Firefighter A will execute the substitution without documenting (other than on Telestaff) or receiving compensation for additional time for the actual time of the substitution.

22.7        The Employee required to work the shift trade request will reimburse the County for any overtime expense when the employee fails to execute a shift/hours exchange, However;

22.7.1        . if the County chooses not to cover the vacancy with overtime, the employee is not responsible for any reimbursement

22.7.2        if the County chooses to fill the vacancy with an employee of a different rank, seniority or base compensation, the employee will reimburse the County for the lesser of the absent employee's overtime rate or the overtime rate of the replacement employee.

22.7.3        An employee that fails to fulfill his shift exchange will lose this privilege for a period of up to 180 days.

22.7.4        The holdover compensation applies only to those situations where the employee(s) does not appear for the shift and not for instances where an employee is enroute from one station to another.

## 23 ARTICLE 23 TEMPORARY UPGRADES

- 23.1 Whenever an employee is assigned by the Chief or designee, to perform the duties and assume the responsibilities of a classification higher than the employee's permanent classification.
- 23.2 When a temporary upgrade is available the upgrade will be fulfilled, if there is no one to upgrade then a force hire will need to be executed.
- 23.2.1 There will be only one upgrade per shift then proceed to force hire for the rank of battalion commander and captain.
- 23.2.2 There will only be two upgrades in each rank per shift then proceed to force hire for the rank of lieutenant and engineer.
- 23.2.3 The employee shall receive ten percent (10%) over his regular hourly rate of pay for each hour worked in a temporary upgraded position.
- 23.2.4 Approved leave hours shall not be compensated at the upgraded rate of pay.
- 23.2.5 Temporary upgrade to Battalion Commander will be utilized to avoid a Force Hire situation and will be assigned to qualified employees on a current Battalion Commander promotional list. In the case that there is not a current list the upgrade will be given to the most senior captain, on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees. Each rotation shall last up to a total of ten (10) shifts. In the case, where there is not a current list, the upgrade will be given on a rotating basis, to a field Captain.
- 23.2.6 Temporary upgrade to Captain will be utilized to avoid a Force Hire situation and will be assigned to qualified employees on a current Captain promotional list, on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees. In the case, where there is not a current list, the upgrade will be given on a rotating basis, to a Lieutenant with 2 years of service as a Lieutenant.
- 23.2.7 Temporary upgrade to Lieutenant will be utilized to avoid a Force Hire Situation, and will be assigned to qualified employees on a current Lieutenant promotional list, In the case that there is not a current list the upgrade will be given to the most senior paramedic/engineer, on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees
- 23.2.8 Temporary upgrade to Apparatus Engineer will be utilized to avoid a Force Hire situation and will be assigned to personnel on the current engineer promotion list, then to qualified employees that are on duty during regularly assigned shift on a rotating basis in an attempt to give equal opportunity to all qualified employees.

- 23.2.9 If an upgrade is required in a Division, the highest ranking Division Officer on duty assigned to that Division will fill the assignment. This will only take place when the vacancy exceeds three (3) consecutive days.
- 23.2.10 No more than 3 personnel in the rank of firefighter can be force hired as a result of an upgrade.
- 23.2.11 An individual who is force hired may elect to have an individual one rank above with qualifications to cover their assignment.
- 23.2.12 If, due to scheduling, personnel on a current promotion list are ineligible for upgrade, the upgrade will occur based on seniority (time in grade).

## 24 ARTICLE 24 MODIFIED/LIGHT DUTY/SPECIAL ASSIGNMENT

- 24.1 Special assignment/light duty refers to duty other than normal duties and may result in a change in the employee's regular schedule and is intended for those employees that have suffered an on the job injury or illness. The intent of this provision is to permit such employee to return to work as soon as it is medically permissible for him/her to do so. It is not the intent of this provision that such duty is of a "make work" nature. Upon release from the County designated physician, employees may be offered a Special assignment/light duty assignment within the Department. Such employee shall not be assigned to a position that could jeopardize or aggravate his physical condition. The following conversions will apply to employees who have sustained a work related illness or injury. However, article 24.3 is solely for use by employees who have sustained a work-related illness or injury.
- 24.2 Leave Conversion from 56-hour workweek to 40-hour workweek.
- 24.2.1 While the employee is on a Special assignment/light duty assignment, holidays shall be converted to a 40-hour schedule and taken on County designated holidays. If the employee does not have a holiday available during a County designated holiday the employee must use his accumulated leave.
- 24.3 Salary Conversion from 56-hour workweek to 40-hour workweek.
- 24.3.1 While the employee is on a Special assignment/light duty assignment salary conversion to a forty (40) hour work week will be utilized as per 36.4
- 24.4 Modified Duty: Nothing above will prevent the Chief or his designee from approving modified duty for those employees developing an injury or illness off duty, at his discretion. This modified duty will be paid at a base hourly wage plus longevity for 40 hours for a period no greater than six (6) months. The parties agree that the 207K election applies to all employees in a modified duty status.
- 24.4.1 An employee who is on temporary modified duty as a result of pregnancy shall be paid at the employee's base hourly rate plus longevity for up to 57.8 hours per week per article 37.4.1
- 24.5 Special Assignment: While an employee is on special assignment, salary conversion as per 37.4 will be applied.

- 24.6 While on temporary Modified duty or Special Assignment: Shall be scheduled to work a base schedule of 08:00hrs to 17:00hrs with an hour lunch period, Monday through Friday at the Chiefs or his designee's discretion a modified schedule of five (5) eight (8) hour days, or four (4) ten (10) hour days may be selected.

## 25 ARTICLE 25 WORKERS' COMPENSATION/INJURY TIME

- 25.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law.
- 25.2 All job-related injuries requiring medical attention shall be reported in accordance with the County of Bernalillo's Loss Control Policy.
- 25.3 An employee who incurs a job-related injury/illness shall visit a County contracted physician. The County contracted physician, and/or his professional team may treat the employee or refer the employee to a non-contract physician depending upon the nature of the medical problem.
- 25.4 When an obvious medical emergency situation exists, the employee shall be taken, or go to the nearest emergency room or urgent care center. The County contract physician shall coordinate treatment subsequent to emergency treatment.
- 25.5 An employee who works a minimum of forty (40) hours per week is eligible for a maximum of eight hundred (800) working hours, twenty (20) weeks, of injury time compensation.
  - 25.5.1 During the eight hundred (800) hour period of injury time, the County shall pay the employee's share of all those employee benefits sponsored by the County.
  - 25.5.2 In the event that two-thirds (2/3) of the employee's gross salary exceeds the maximum paid by Worker's Compensation, the County will pay the employee the difference between the amount paid by Worker's Compensation and the two-thirds (2/3) of the employee's gross salary during the eight hundred (800) hours of injury time. However, the County shall not be responsible for paying the difference if the Worker's Compensation benefit is reduced as the result of a garnishment, tax levy or other Court Order.
  - 25.5.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by Worker's Compensation. Employee shall not be entitled to any Worker's Compensation benefit for all days where annual leave or sick leave was received by the employee in lieu of Worker's Compensation. Annual leave or sick leave used by the employee in lieu of Worker's Compensation shall be re-credited to the employee upon receipt of the reimbursement by Worker's Compensation after the expiration of the statutory waiting period.
  - 25.5.4 An employee shall accrue annual leave and sick leave while on injury time.

- 25.6 In the event of a lump sum settlement with Worker's Compensation, the settlement shall be adjusted for the injury time payments previously received, provided that in no case shall the deduction exceed the amount of the lump sum settlement.
- 25.7 An employee shall return to his former position or be reassigned to a comparable position if the employee obtains a physician's certification indicating that the employee is able to return to work and perform the essential functions of his position and the employee returns to work within six (6) months of the date of injury.
- 25.8 An employee returning from Worker's Compensation disability may return to Special assignment/light Duty if an appropriate position is available or if the County can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to a modified work schedule.
- 25.9 An employee on Special assignment/light duty will not be placed in a position which could jeopardize or aggravate their physical condition. The intent of this provision is to permit the return to work as soon as it is medically possible.



## 26 ARTICLE 26 INSURANCE COVERAGE

- 26.1 Health: For each employee the County shall pay eighty percent (80%) of the monthly premium for any health insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.
- 26.2 Dental.: For each employee the County shall pay sixty per cent (60%) of the monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.
- 26.3 Life: For each employee the County shall pay one-hundred percent (100%) of the basic life insurance plan offered to the employees by the County.
- 26.4 Inoculation and Immunization: Where health and/or Worker's Compensation insurance do not provide coverage for inoculation or immunization for contagious diseases, the County agrees to provide coverage for such inoculation or immunization for the employee and those family members residing in the same household as the employee. The County is obligated to provide coverage only for those procedures that are proven to be medically effective. In the event the employee or any family member fails or refuses to timely complete the required series of such inoculation or immunization procedures pursuant to this provision, the employee shall be liable to reimburse the County for all expenses thus incurred.

## 27 ARTICLE 27 CAMPAIGNING FOR PUBLIC OFFICE

- 27.1 The work place should be maintained in a manner so that partisan politics do not influence the operations of the County. A potential for a conflict of interest exists when public employees engage in political activities while on duty. In order to lessen the likelihood of such conflicts, without unduly restricting an individual's rights to seek public office, the following procedures shall be followed:
- 27.1.1 Any employee wishing to run for a political office within Bernalillo County government shall take a leave of absence, using paid annual leave or leave without pay, 15 calendar days before any primary, general, or special election. The concerned individual shall remain in the leave status until certification of the general election in the event that he is victorious, or until he has officially withdrawn from the election or has been eliminated in a primary election.
- 27.1.2 An employee shall not:
- 27.1.2.1 *Use the employee's County position or influence derived from the employee's County position for the purpose of interfering with or affecting the result of an election or nomination for office.*
- 27.1.2.2 *Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person, for political purposes.*
- 27.1.2.3 *Campaign on County property or on County time.*
- 27.1.2.4 *Appear in any political advertisement or testimonial while in uniform.*
- 27.1.2.5 *Use a County vehicle in a political advertisement.*
- 27.1.2.6 *Wear or display any campaign signs, buttons or literature in the work place.*
- 27.1.3 The County shall approve all requests for leaves of absence to run for Bernalillo County office.
- 27.1.4 In the event any amendment of County Ordinance 91-8 alters an individual's rights to seek public office, this ARTICLE shall immediately become the subject of renegotiation.

## 28 ARTICLE 28 DRUG AND ALCOHOL TESTING

28.1 The use of drugs and alcohol, whether on or off the job or for "recreational purposes" or otherwise, constitutes a serious threat to the health and safety of the public, to the safety of the employees, and to efficient operation of the County. In recognition of this principle, the following procedure shall be utilized to eliminate the adverse impact of drugs and alcohol in the workplace:

28.1.1 Whenever the County requires a drug test, the employee's urine shall be tested for the following drugs or their metabolites and a positive test result shall be reported to the Medical Review Officer at the indicated levels: amphetamines - 1000 NG/ML barbiturates - 200 NG/ML benzodiazepines - 200 NG/ML cannabinoids - 50 NG/ML cocaine metabolites - 300 NG/ML methadone - 300 NG/ML methaqualone - 300 NG/ML opiates - 300 NG/ML phencyclidines - 25 NG/ML propoxyphene - 300 NG/ML fentanyl – 1 (one) NG/ML

28.1.1.1 *Alcohol shall be tested by the use of a breath analysis and a positive test shall be reported at an alcohol concentration of greater than .04*

28.1.2 An employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the employee's alcohol or drug use could impair job performance and/or safety.

28.1.3 Reasonable suspicion shall mean that there is objective evidence, based upon known specific, articulable observations of the employee's appearance, behavior, speech or body odor that would lead a reasonable person to believe that the employee is under the influence of alcohol or drugs while on duty.

28.1.4 When a reasonable suspicion has been developed to lead a supervisor, to believe that an employee is under the influence of drugs or alcohol, he shall report such suspicion to the Chief of Fire and Rescue or designee. With reasonable suspicion, Human Resources may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol.

28.1.5 The County shall be responsible for transporting the employee to the testing site.

28.2 27.2 Any employee who is involved in an accident with a County owned vehicle or personally owned vehicle during the course and scope of their employment, shall be required to submit to a post-accident breath and urine test. An accident shall be defined as all events involving a County owned vehicle or personally owned vehicle during the course and scope of their employment which results in damage to any vehicle, injury to a person or damage to any property where:

28.2.1 A life was lost OR;

- 28.2.2 If while operating a motor vehicle, the driver was cited for a moving traffic violation AND any individual involved was transported for medical treatment OR;
- 28.2.3 If while operating a motor vehicle, the driver was cited for a moving traffic violation AND a vehicle involved was disabled and removed from the scene by other than its own power.
- 28.3 Self-Identification: An employee who believes or suspects that he may have a problem with controlled substance use and/or alcohol misuse may voluntarily identify themselves to the County Personnel Department's Controlled Substance and Alcohol Coordinator (CSAC) or CSAC's designee. The CSAC or CSAC's designee shall refer the employee to the County Employee Assistance Program (EAP) for evaluation by a Substance Abuse Professional (SAP).
- 28.3.1 Within three (3) working days of self-identification, an employee shall elect to participate in the County approved treatment plan or resign from employment with the County, or otherwise be subject to dismissal from the County of Bernalillo.
- 28.3.2 If the SAP determines that an employee who has self-identified for alcohol misuse also abuses substances or that an employee who has self-identified for substance abuse also misuses alcohol, the SAP can require that the employee be tested for substance abuse and alcohol misuse.
- 28.3.3 An employee may self-identify at any time except within thirty-two (32) hours after an accident or after being notified that they must submit to a pre-employment, random or reasonable suspicion testing and shall only be allowed to self-identify once for either substance abuse or alcohol misuse during any employment with the County, regardless of any break in service or change in job position.
- 28.3.4 All costs of the initial evaluation by the SAP shall be the County's responsibility. All costs for counseling or rehabilitation shall be the employee's responsibility.
- 28.3.5 An employee who self-identifies shall only be granted leave in conjunction with self-identification as determined necessary by the SAP. In the event the SAP determines leave is necessary, the employee shall be granted either annual leave, sick leave or leave without pay status.
- 28.3.5.1 *In the event the employee is eligible for benefits under the Family and Medical Leave Act (FMLA), any leave taken by the employee, either paid or unpaid, shall be considered leave taken under FMLA.*
- 28.3.6 An employee who self-identifies is subject to substance abuse and/or alcohol testing at the discretion of the SAP any time between self-identification and when the SAP's certifies the employee is again able to perform his job duties.

- 28.3.7 An employee who self-identifies shall be in compliance with the County approved treatment plan upon the SAP's certification that the employee is able to perform his job duties, but in no event shall the period to return to performing his job duties exceed ninety (90) calendar days after self-identification.
- 28.3.7.1 *Compliance with the County approved treatment program means that the employee has submitted to a return-to-duty substance abuse test with a "verified negative" result and/or an alcohol test with either an alcohol concentration of 0.02 or less or an alcohol concentration of zero if any use of alcohol is prohibited by the employee treatment plan, and the employee is cooperating in the County approved treatment plan.*
- 28.3.7.2 *Non-compliance with the County approved treatment plan shall subject the employee to dismissal.*
- 28.3.8 Once an employee has been released to work after self-identification and return-to-duty testing, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the Substance Abuse Professional (SAP). An employee shall be subject to a minimum of at least six (6) tests in the first twelve (12) months following the employee's return-to-duty.
- 28.3.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, shall be dismissed.
- 28.4 In the event the County requires an employee to submit to a "reasonable suspicion" drug or alcohol test, the County shall place the employee on paid Administrative Leave pending the final test results.
- 28.4.1 The County shall bear the cost of the initial drug or alcohol test. The employee shall bear the cost of a test of the split sample. The County shall reimburse the employee for the cost of the test of the split sample in the event the result of the test is negative.
- 28.4.2 Any employee who refuses to appear for drug or alcohol test shall immediately be removed from assignment and shall be terminated.
- 28.5 Random Testing: due to the safety sensitive nature of their positions all employees shall be subject to random testing. The selection of employees shall be made by a computer based random number generator from a pool of all bargaining unit employees.
- 28.5.1 The dates for administering unannounced testing of randomly-selected employees shall be spread reasonably throughout the calendar year; and

- 28.5.2 The number of employees randomly selected for drug/alcohol testing during the calendar year shall be a minimum of twenty percent (20%) and a maximum of fifty percent (50%) of the total number of employees in the pool.
- 28.6 An employee who receives a verified positive test result as the result of a reasonable suspicion, post-accident or random drug or alcohol test shall be dismissed.
- 28.7 Supervisors will receive a minimum of sixty (60) minutes of drug and alcohol specialized training. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug and/or alcohol use.
- 28.8 Prior to conducting any testing under this Article, the County shall prepare and implement a Drug and Alcohol Testing Program to be distributed to employees and supervisors, and all employees and supervisors shall receive training on the Program. The County shall provide drafts of the Program to the Union President for review and comment during the drafting of the Program. The County shall also provide the final Program to the President of the Association for review and comment.
- 28.9 Following any drug test that could result in dismissal, an employee has the option to request, a test of their choice at their own expense. This test shall confirm or dispute the results of the initial test and should be completed within 24 hours of notice. The test will follow the testing as stated in 28.1.1

## 29 ARTICLE 29 TELEPHONES

- 29.1 Employees shall maintain, a means of communication i.e. cell phone or telephones at their residences, and shall submit changes of their phone numbers or addresses into the departments scheduling system and report the changes to their immediate supervisor and to the Human Resource Department within two (2) working days after such changes. Home telephone numbers and addresses are confidential, and shall not be released to anyone outside of the County without express approval from the concerned employee.
- 29.2 The County may release telephone numbers to law enforcement personnel for valid purposes in the furtherance of criminal justice interests.
- 29.3 All other requests for confidential information will follow Bernalillo County Policy Administrative Instruction 8(A).

## 30 ARTICLE 30 OUTSIDE EMPLOYMENT

- 30.1 An employee may hold outside employment, provided it is not inconsistent, incompatible, and does not conflict or interfere, with the proper discharge of the employee's duties and responsibilities as a County employee.



## 31 ARTICLE 31 PHYSICAL FITNESS AND PHYSICAL EXAMINATIONS

- 31.1 All medical and physical examinations required of employees by the County shall be paid for by the County. The exam will be scheduled and completed according to the OSHA guidelines Title 11; Chapter 5; Part 2. The results of the examination will be evaluated against the criteria of whether the person could perform the particular required duties without hazard to himself or others.
- 31.2 Employees may be required to pass a physical examination at any time to insure continued fitness for duty. All time spent taking the physical examination shall be paid at the employee's regular rate and shall not be considered hours worked for purposes of overtime.
- 31.3 Employees who fail the New Mexico Occupational Safety and Health regulation examination shall be allowed to use up to three (3) months of accumulated sick leave if necessary. During this time, the employee shall be allowed to seek an outside second opinion regarding the examination (at the employee's expense), if the second opinion results differ from the first the employee shall request a reevaluation of the first examination, in the event the opinions still differ the County and the employee will seek a thirds party physician qualified in OSHA examinations, at an equally shared expense, for a final decision. During this time the Employee shall be encouraged to enroll in a rehabilitation/fitness program designed to facilitate progress in attaining a level of fitness commensurate with the individual's assigned functions and activities. If at the end of the period (three months or exhaustion of the employee's sick leave, whichever occurs first) the employee is still unable to meet the required physical standards, the County shall provide the employee an opportunity to transfer to a vacant position within the County provided the employee possesses the minimum requirements for the vacant position.
- 31.4 The Department will maintain a Wellness and Fitness Program with elements consistent to the current program and will meet and confer with the Union on any proposed changes.
- 31.5 Wellness and Physical Fitness Program
- 31.5.1 The department will conduct Annual Fitness evaluations and maintain a program to stay compliant with the Presumptive Causation Act set forth by the State of NM in SB 303.

31.5.2 3These assessments/programs are to be non-punitive however are meant to encourage personnel to push themselves to be more physically fit.

## 32 ARTICLE 32 LIABILITY PROTECTION

- 32.1 Should an employee be sued in a civil action for any allegations arising out of the course and scope of the employee's employment, the County shall defend and indemnify that employee pursuant to the requirements of the New Mexico Tort's Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

### 33 ARTICLE 33 LABOR-MANAGEMENT RELATIONS/SAFETY/PROMOTIONAL/STAFFING COMMITTEES

33.1 The Labor-Management Relations Committee shall be composed of three (3) County representatives and three (3) Union representatives.

33.1.1 The Labor-Management Committee shall meet on the request of either party or at least once monthly to discuss all matters of mutual concern.

33.1.2 A Party wishing to convene the Labor-Management Relations Committee shall provide written notice to the Chief of the Department or the County Chapter President. The written notice shall identify the specific Article or provision of the Agreement. Committee members shall meet and confer within fourteen (14) calendar days of receipt of the written notice.

33.1.3 No issue concerning contract interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee for review and possible resolution.

33.2 The Safety Committee shall meet at least once monthly to discuss all matters of safety concern.

33.2.1 Fire Chief and Union President shall mutually appoint one member from each rank (Firefighter-Commander) to serve on the safety committee on an annual basis.

33.2.2 All Safety Committee recommendations shall be added to the agenda of the subsequent LMRC meeting for discussion before final Chief's decision.

33.2.2.1 *These persons will take and investigate all accidents and or safety concerns. They shall report to the Safety Committee, all findings. The Safety Committee will then make suggestions for changes to the policy and procedures, to promote safety for all fire department personnel. If the potential of discipline exists refer to article 16.*

33.3 The Staffing Committee

33.3.1 The committee shall be composed of the Deputy Chief of Administration, two (2) management designee, and two (2) union members at large appointed by the Union President.

33.4 The Promotional Committee

33.4.1 The committee shall be composed of two (2) management designee and four (4) union members at large appointed by the Union President.

#### 34 ARTICLE 34 LIVING QUARTERS/LINENS/KITCHEN FACILITIES

- 34.1 The Department shall make beds available, including a frame, box spring and mattress, for all employees required to work more than twelve (12) consecutive hours.
- 34.2 Employees regularly scheduled to work more than twelve (12) consecutive hours shall be provided with linens. The County may elect to utilize a linen service or may choose to provide laundry facilities and supplies in lieu of linen service. The Union recognizes that should the County make available laundry facilities; employees are not to utilize such facilities for the cleaning of personal or family clothing.
- 34.3 The County shall make available kitchen appliances as well as cooking and dining utensils as deemed appropriate by the Chief of Fire and Rescue.

## 35 ARTICLE 35 ISSUED EQUIPMENT/UNIFORMS

- 35.1 The County agrees to furnish all required equipment set forth under the Fire Department's Policy and Procedure. A list of such items shall be kept current in the Department policy and procedure. The Fire Chief shall make changes to the policy and procedure consistent with the Safety Committee recommendations, as established in this agreement.
- 35.2 The employee shall be responsible for normal care and maintenance of all issued equipment.
- 35.3 An employee leaving the service of the County whether through resignation, retirement, layoff or discharge is responsible for returning any County property that he/she may have in his possession. Failure to return County property, which includes all protective clothing, badges, identification card, may result in the employee's final check being held up, with deduction being made for the value of the property.
  - 35.3.1 Retiring members will be allowed to retain possession of their Department issued badge and helmet.
- 35.4 The County shall reimburse employees for damage or for loss due to theft, while on duty, of corrective eyeglasses, contact lenses and safety glasses. In order to obtain reimbursement, a copy of an accident report or police report filed with the B.C.S.O. must be submitted along with three (3) quotes for items similar to the ones damaged or stolen. The employee must receive authorization prior to purchasing items.
- 35.5 The County shall supply uniforms as required by the current uniform policy
  - 35.5.1 The county will maintain a uniform cache to provide fatigue trousers and fatigue shirts for its employees or develop and execute an RFB should the need arise
- 35.6 The county will make a one-time purchase for all member's leather structural boots at ratification of the contract. For all new employees the purchase of the leather boots will be standard issued equipment
- 35.7 The county will make a one-time purchase for all members a jacket (tactical work jacket), to include patches and insignia at ratification of the contract. For all new employees the purchase of the Jacket will be standard issued equipment.

## 36 ARTICLE 36 TRAVEL DUE TO REASSIGNMENT

- 36.1 Employees who are temporarily assigned to a location other than their duty station after reporting for work shall travel to the new work station in a paid status in a departmental vehicle or be compensated for their use of their personal vehicle per mile according to County rules for reimbursement for use of personal owned vehicles.
  - 36.1.1 The county will assume responsibility and liability for the employee and their vehicle while in transit during reassignment.
- 36.2 The employee is responsible for presenting themselves ready and able to perform at the temporary duty station as assigned.

## 37 ARTICLE 37 COMPENSATION

### 37.1 Definitions:

- 37.1.1 Base hourly Rate: Rate of pay NOT inclusive of longevity
- 37.1.2 Regular Hourly Rate: Rate of pay inclusive of longevity
- 37.1.3 Longevity Year: Beginning July 1 through June 30.

### 37.2 PAY SCALE

- 37.2.1 To preserve this 10% separation in pay, increases/adjustments will be implemented based on a dollar amount and not a percentage.

- 37.2.1.1 *Firefighter /\$14.0030*
- 37.2.1.2 *Apparatus Engineer /\$15.5589*
- 37.2.1.3 *Paramedic/Firefighter / \$17.1147*
- 37.2.1.4 *Lieutenant-Fire / \$18.8267*
- 37.2.1.5 *Captain-Fire / \$20.7031*
- 37.2.1.6 *Battalion Commander /\$22.7734*

- 37.3 Special Assignment pay: in an effort to complete Special Assignments the Chief may find it necessary to make specials assignments and change an assignment from a 56-hour workweek to an adjusted 40 work week.

- 37.3.1 While the employee is on a Special Assignment, holiday accrual and usage shall follow Article 19.4, 19.4.1, 19.4.2, 19.4.3, 19.4.4. If the employee chooses to take off a County designated holiday and does not have a holiday available during the County designated holiday the employee must use accumulated leave.

- 37.4 Salary Conversion from 56-hour workweek to an adjusted (40) hour workweek.

- 37.4.1  $[Base\ hourly\ wage] + [Longevity] * [57.8\ hours]\ per\ week = normal\ weekly\ sum.$  Normal weekly sum divided by the adjusted weekly work schedule = Modified hourly wage. Proof: Firefighter A earns \$14.0030 = Base hourly wage \$14.0030 + 10.5%(7 years longevity) \* 57.8 = \$894.3576 Therefore \$894.3576 is their normal weekly sum.  $\$894.3576 / 40 = \$22.3589$  Therefore \$22.3589 is their modified hourly wage.

- 37.4.2 Employee shall be compensated at their Regular hourly rate unless otherwise specified.



37.5 Longevity: For Bargaining Unit Members, longevity time is effective on the first July 1 after your hire date. Longevity rate will become effective the first full pay period of the new fiscal year. "Longevity year" is calculated from July 1 to June 30, this equals one year. "Longevity pay" is a percentage of your base rate added back to your base pay in increments as described below, up to a total of 33%. Employees with three or more consecutive & continuous years of service as a Bargaining Unit member will receive longevity pay beginning on July 1st after their third year. Once you are in the Longevity program, longevity will be distributed by the following scale for the remainder of your years of service: Years 1 through 3 Accrue 1.5% per year added to base pay after year 3. Years 4 through 14 1.5% per year added to base pay each year. Years 15 through Retirement 3% per year added to base pay each year with a maximum total benefit of 33%.

#### 37.6 Incentive Pay

37.6.1 Employees not in the position of Firefighter-Paramedic holding a current EMT-Paramedic license shall receive incentive pay of an additional (1.20) one dollar and twenty cents per hour over their regular hourly rate of pay for hours worked in the capacities of: Battalion Commander, Captain or Lieutenant.

37.6.2 Employees holding a current EMT-Intermediate license shall receive incentive pay of an additional (0.75) seventy-five cents per hour over their regular hourly rate of pay.

37.6.3 Employees whom are bilingual shall receive incentive pay of an additional (0.75) seventy-five cents per hour over their regular hourly rate of pay. Certification based on Bernalillo County standard practice.

37.6.4 Engineers or higher rank working in the Fire Marshall's Division will receive an incentive pay of \$0.75 per hour upon completion of certificates as stated below:

37.6.4.1 *Fire Inspector I*

37.6.4.2 *Fire Investigator I*

37.6.4.3 *International Code Council Exam/Certification*

37.6.4.4 *EMT-Basic Licensure*

37.6.5 This rate shall be reflected in all hours worked so long as certification/qualification remain current.

## 38 ARTICLE 38 PARTIAL INVALIDITY, SEPARABILITY AND WAIVER

- 38.1 This Agreement shall be effective upon ratification and approval and is to remain in effect until a new agreement has been ratified by both parties.
- 38.2 Should neither party to this Agreement request the opening of negotiations at least one hundred and twenty (120) days prior to June 30, 2012 this Agreement shall continue in full force and effect from year to year thereafter.
- 38.3 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the parties shall meet and attempt to negotiate a replacement for the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties, and shall remain in effect for the duration of the Agreement.
- 38.4 In the event that a Department policy conflicts with, or makes ambiguous, any provision of this Agreement, the parties may meet to negotiate a Memorandum of Understanding with respect to the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such Memorandum of Understanding shall be executed by appropriate representatives of the parties and shall remain in effect for the duration of the Agreement.
- 38.5 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or be shall not affect the remaining provisions thereof.
- 38.6 This Agreement specifically describes the entire Agreement between the parties. Any State and/or Federal statutes enacted shall take precedence over Department Standard Operating Procedures (S.O.P.) and this Agreement. Provided, this Agreement shall take precedence over any conflicting Department Policies or S.O.P.s.
- 38.7 This Agreement is the only Agreement between the parties and supersedes any and all previous agreements and understandings.

- 38.8 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and the agreements arrived at by the parties after the exercise of that right and opportunity and are set forth in Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided however, this provision shall not constitute a waiver of the right to grieve the effect upon the bargaining unit of matters otherwise excluded hereby

## 39 ARTICLE 39 FIRE MARSHALL TRANSITION

### 39.1 Reference Appendix D

#### 40 ARTICLE 40 MEMBERS ASSISTANCE PROGRAM

- 40.1 Firefighters are eligible to participate in the County's Employee Assistance Program. This program provides for self-referral, supervisory referral, department head or counselor referral. This program will include, but is not limited to, assistance in stress, burnout, alcohol and drug related problems. Information presented to the doctor's participating in this program is confidential.
- 40.2 The County agrees to pay the local \$2,000 per fiscal quarter to provide for an in house Employee Assistance Program. The Union shall provide an audit of expenses each year to the County and the Department. The Union and the Department shall jointly approve councilors for the program. The parties will maintain the principle of anonymity they have established with this program and the County's Employee Assistance Program.

## 41 ARTICLE 41 48-96 TRANSITION

41.1 This article describes the efforts of transition from a 24-48 work schedule to a 48-96 work schedule

41.1.1 Definition: 48 (forty-eight)-96 (ninety-six) work schedule is 2 (two) consecutive 24(twenty-four) hour work days; and 4 (four) consecutive 24 (twenty-four) hour days of regularly scheduled time off.

41.1.1.1 *Example: Monday-Tuesday; 0900 Monday morning to Tuesday 0900 and a second day 0900 Tuesday until Wednesday 0900. For two consecutive 24 (twenty-four) hour work days*

41.1.2 Work Period: the parties have elected Section 207K exempt status under the Fair Labor Standards Act. Accordingly, for overtime calculation purposes work periods shall be twenty-eight (28) consecutive calendar days

41.1.3 Special Assignment will remain on a forty (40) hour standard work week with a fourteen (14) day work period as stated in FLSA.

41.1.4 Pay Period: A two (2) week period of which there are twenty-Six (26) specified per year

41.1.5 Overtime: Employees shall be paid at the rate of time and one-half their regular hourly rate of pay for all time worked in accordance to FLSA 207k for the twenty-eight (28) day work period.

41.1.6 Administrative leave, personal leave, accrued holiday leave, sick leave and annual leave or any other form of authorized leave identified in this Agreement shall not qualify as time worked for the purpose of calculating overtime pay.

41.2 The change in schedule will not affect the rate of pay for any members other than described in this agreement.

41.3 The change of schedule will take effect with the 2017 shift bid.

41.4 The County and Union will ensure that all requirements and changes to any and all systems have been tested and confirmed before the transition from the old to new schedule occurs.

41.5 The County will use an hours sharing method to pay the members to help with a more balanced pay check for the members of this agreement.

41.6 This schedule change is not a trial period and will remain the schedule until otherwise negotiated in future contracts.

- 41.7 The Staffing Committee (per Article 33.3) will address any conflicts between policy and this contract as the result of the implementation of the 48-96 work schedule through memorandum of understanding (MOU).

## Appendix A

Battalion Commander

Captain

Lieutenant-Fire

Paramedic/Firefighter

Apparatus Engineer

Firefighter



## Appendix B

### Current Special assignments:

Logistics

EMS

Training

Communications

Chaplain

Fitness Coordinator

Peer Support

Strategic Planning

Appendix C

DATE:

TO:

FROM:

RE: Notice of Investigation

The purpose of this letter is to present to you a "Notice of Investigation."

You have either been directly involved, witnessed, or may have information of an action, incident or event that has been called to questions regarding a safety or disciplinary consideration.

This incident was reported to have taken place at/on/around \_\_\_\_\_ and occurred at or is in reference to \_\_\_\_\_. This conduct may include but is not limited to possible, Safety concerns, contract violations, possible violations of applicable Bernalillo County policies or Administrative instructions.

We are investigating the event/incident/ allegations that have been presented to us as well as any additional evidence that develops in the course of the investigation.

. Please be advised that any and all allegations and investigations are to remain strictly confidential with regards to fault or disciplinary action, and are not to be discussed by you or any other employee, except within the limits of the investigation itself. With regards to safety violations or concerns or findings, documentation, education, changes, in policies and procedures, and event details may and will be disclosed for the purpose of teaching/learning from the event and in an attempt to not repeat the action(s) to further protect our employees from harm or even death.

No employee is to be retaliated against in any way for reporting, in good faith, any allegation of inappropriate workplace behavior.

You are required to cooperate with any investigation undertaken by Bernalillo County in response to an allegation of inappropriate workplace behavior.

Retaliation and/or refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.

I acknowledge receipt of the above Notice of Investigation:

\_\_\_\_\_ Date

---

Witness (if addressee refuses to sign) Date

cc:

Fire Chief

President, IAFF Local 244

Human Resources Department



# Albuquerque Area Fire Fighters Local 244

## International Association of Fire Fighters

P.O. BOX  
25602  
ALBUQUERQUE, NEW MEXICO 87125-  
0602

### MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF  
BERNALILLO AND

IAFF LOCAL  
244

**WHEREAS, Bernalillo** County and IAFF Local 244 entered into a collective bargaining agreement which expires on June 30, 2015; and

**WHEREAS,** the parties wish to amend that agreement and have collectively bargained on the following changes.

**NOW THEREFORE IT IS AGREED:**

**Section 1.** Article 36.2 is hereby amended to read as follows:

**36.2** During the life of this agreement, the following base hourly rates will apply:

Job title	July 2012 Base hourly rate	July 2013 Base hourly rate	July 2014 Base hourly rate
Firefighter	\$13.1980	\$13.6005	\$14.0030
Apparatus Engineer	\$14.3833	\$14.9711	\$15.5589
Paramedic/Firefighter	\$15.6689	\$16.3918	\$17.1147
Lieutenant Fire	\$16.3246	\$17.5757	\$18.8267
Captain Fire	\$19.0393	\$19.8712	\$20.7031
Battalion Commander	\$21.8197	\$22.2965	\$22.7734


**Section 2:** The following parameters will be incorporated into the FY16 CBA and/or departmental promotional policies as appropriate; until such time the terms shall apply upon ratification of this Memorandum of Understanding (MOU):

1. Current Fire Marshal's Office (FMO) personnel shall be required to attain the following credentials by January 31, 2016:
  - a. Fire Inspector I certification
  - b. Fire Investigator I certification
  - c. International Code Council (ICC) exam / certification
  - d. Engineer Promotion
  - e. Current EMT-Basic Licensure
2. Personnel assigned to FMO at the rank of Lieutenant and above shall have six (6) months from date of assignment and/or upon ratification of this MOU to attain the following credentials:
  - a. Fire Inspector I certification
  - b. Fire Investigator I certification
  - c. International Code Council (ICC) exam / certification
  - d. Current EMT-Basic Licensure
3. Current FMO personnel shall be provided an opportunity to attain Apparatus Engineer certification at the next scheduled Engineer Academy. All successful certified Engineers will then be eligible to participate in the Engineer promotional process.
4. Upon attainment of the rank specific credentials as required in Paragraphs 1, 2 and 3 of this section, and contingent upon maintaining such credentials, personnel shall receive a FMO Incentive Pay of seventy-five cents (\$0.75) per hour over their regular hourly rate of pay while assigned to the FMO. Personnel must be assigned to FMO in order to receive FMO Incentive Pay.
5. The current seven (7) funded Deputy Fire Marshal positions (V700) shall be converted to the rank of Engineer.
6. When an Engineer vacancy exists in the Fire Marshal's Office subsequent to the execution of this MOU, the vacancy will be open to candidates who are promoted Engineers. Upon assignment to the FMO, Engineers shall have six (6) months to attain the remaining credentials in Paragraph I of this section. FMO Incentive Pay will not be paid until all credentials have been successfully achieved.
7. The County will pay the initial costs for credentialing. FMO Personnel failing to attain any of the credentials for which the county paid the costs, may have one additional opportunity to attain the required credentials at their own expense within the required time limits. Current FMO personnel failing to meet the requirements in this MOU shall be reassigned to a position they are qualified for in the Bernalillo County Fire Department maintaining their current rate of pay.

8. Personnel assigned to the FMO must serve a two (2) year commitment. At the end of the two-year period, the FMO Personnel must submit a letter of intent to either participate in the bid process or request to remain assigned to the FMO thirty (30) days prior to the bid process.

9. **Severability** - If any provision of this document is held by a court of competent jurisdiction to be invalid or to conflict with applicable federal, state or local law, this document shall be deemed to be reformed to remove that invalid provision. However, all remaining provisions of this document shall remain in full force and effect.

  
Tom Zdunek, County Manager  
County of Bernalillo  
12/12/14  
Date


  
Diego Arencón, President  
IAFF Local 244  
12/12/14  
Date


  
Robert Sanchez, Vice-President  
IAFF Local 244  
12/12/14  
Date

RECEIVED  
DEC 12 AM 10:44  
COMMUNICATIONS MANAGER

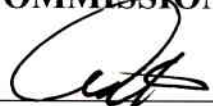
**IN WITNESS WHEREOF**, the Parties have executed this instrument by their duly authorized officers or representatives on the day and date first above written.

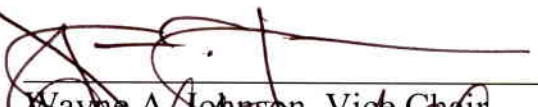
**Albuquerque Area Fire Fighters  
IAFF Local 244**

  
\_\_\_\_\_  
Diego Arencon, President

  
\_\_\_\_\_  
Robert Sanchez, Vice-President

**BOARD OF COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Art De La Cruz, Chair

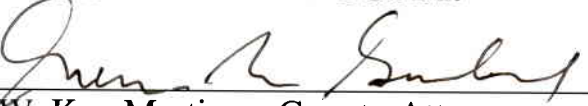
  
\_\_\_\_\_  
Wayne A. Johnson, Vice Chair

  
\_\_\_\_\_  
Debbie O'Malley, Member

  
\_\_\_\_\_  
Maggie Hart Stebbins, Member

  
\_\_\_\_\_  
Lonnie C. Talbert, Member

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
W. Ken Martinez, County Attorney

**ATTEST:**

  
\_\_\_\_\_  
Maggie Toulouse Oliver, County Clerk

